

**COMBINED DECLARATION & POWER OF ATTORNEY - U.S.A Application**

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

I believe I am the original and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled **METHOD FOR TREATING PAIN BY PERIPHERAL ADMINISTRATION OF A NEUROTOXIN**, the specification of which

(check one)  is attached hereto  
 was filed on \_\_\_\_\_ as US Application Serial No. \_\_\_\_\_  
or PCT International Application No. \_\_\_\_\_  
and was amended on \_\_\_\_\_ (if applicable)

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, §1.56(a). I hereby claim foreign priority benefits under 35 USC § 119(a)-(d) or §365(b) of any foreign application(s) for patent or inventor's certificate, or §365(a) of any PCT International application which designated at least one country other than the United States, listed below and have also identified below any foreign application for patent or inventor's certificate, or PCT International application having a filing date before that of the Prior Foreign Applications(s).

| Number | Country | Day/Month/Yr filed | <input type="checkbox"/> Priority Not Claimed |
|--------|---------|--------------------|---|
|--------|---------|--------------------|---|

I hereby claim the benefit under 35 USC §119 (e) of any United States provisional application(s) listed below.

|                 |             |
|-----------------|-------------|
| Application No. | Filing Date |
|-----------------|-------------|

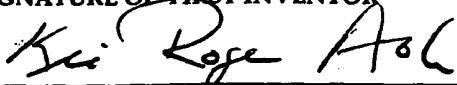
I hereby claim the benefit under Title 35, United States Code, §120 of any United States application(s) listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application(s) in the manner provided by the first paragraph of Title 35, United States Code, §112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulations, §1.56(a) which occurred between the filing date of the prior application and the national or PCT international filing date of this application:

|                 |             |
|-----------------|-------------|
| Application No. | Filing Date |
|-----------------|-------------|

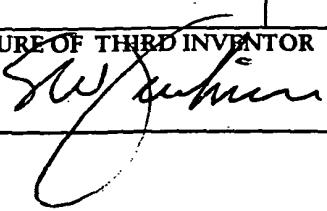
I hereby appoint **STEPHEN DONOVAN**, Registration No. 33,433 (to whom all communications are to be directed), at Allergan, Inc. (T2-7H), 2525 Dupont Drive, Irvine, CA. 92612, telephone number (714) 246-4026, facsimile number (714) 246-4249, and the below-named persons (of the same address) individually and collectively my attorneys to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith and with the resulting patent, with full power to appoint associate attorneys:

| Name             | Registration No. |
|------------------|------------------|
| Carlos A. Fisher | 36,510           |
| Martin A. Voet   | 25,208           |
| Robert J. Baran  | 25,806           |

I further declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under §1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

|   |  |                                |                   |
|---|--|--------------------------------|-------------------|
| <b>FULL NAME OF INVENTOR:</b>   |  |                                |                   |
| First Name:<br><b>Kei</b>   | Initial<br><b>Roger</b>                | Last Name<br><b>Aoki</b>       |                   |
| <b>RESIDENCE &amp; CITIZENSHIP</b>  |  |                                |                   |
| City<br>Coto de Caza  | State or Foreign Country<br>California | Country of Citizenship<br>USA  |                   |
| <b>POST OFFICE ADDRESS</b>  |  |                                |                   |
| Post Office Address<br>2 Ginger Lily Court  | City<br>Coto de Caza                   | State or Country<br>California | Zip Code<br>92679 |
| <b>SIGNATURE OF FIRST INVENTOR</b>  |  | DATE:<br><b>4/13/00</b>        |                   |
|  |  |                                |                   |

|   |  |  |                   |
|---|--|--|-------------------|
| <b>FULL NAME OF INVENTOR:</b>   |  |  |                   |
| First Name:<br><b>Minglei</b>   | Initial                                | Last Name<br><b>Cui</b>                                |                   |
| <b>RESIDENCE &amp; CITIZENSHIP</b>  |  |  |                   |
| City<br>Irvine  | State or Foreign Country<br>California | Country of Citizenship<br>Peoples Republic of<br>China |                   |
| <b>POST OFFICE ADDRESS</b>  |  |  |                   |
| Post Office Address<br>94 Southbrook  | City<br>Irvine                         | State or Country<br>California                         | Zip Code<br>92604 |
| <b>SIGNATURE OF SECOND INVENTOR</b>   |  | DATE:<br><b>Apr. 13, 2000</b>                          |                   |
|  |  |  |                   |

|   |  |                                      |
|---|--|--------------------------------------|
| <b>FULL NAME OF INVENTOR:</b>   |  |                                      |
| First Name:<br><b>Stephen</b>   | Initial<br><b>W.</b>                   | Last Name<br><b>Jenkins</b>          |
| <b>RESIDENCE &amp; CITIZENSHIP</b>  |  |                                      |
| City<br>Mission Viejo   | State or Foreign Country<br>California | Country of Citizenship<br>USA        |
| <b>POST OFFICE ADDRESS</b>  |  |                                      |
| Post Office Address<br>26481 Via Marina   | City<br>Mission Viejo                  | State or Country<br>California       |
| <b>SIGNATURE OF THIRD INVENTOR</b><br> |  | <b>DATE:</b><br><i>Apr. 13, 2000</i> |

**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

To: The Commissioner of Patents and Trademarks,

Please record the attached original document(s) or copy(ies):

1. Submission Type:

new  
 Correction of PTO error (Reel /frame )  
 Corrective Document (Reel /frame )

2. Conveyance Type:

Assignment  
 License  
 Merger  
 Security Agreement  
 Change of Name  
 Other: \_\_\_\_\_

3.

| <b>CONVEYING PARTIES</b>          |                           |
|-----------------------------------|---------------------------|
| <b>Names of Conveying Parties</b> | <b>Date of Conveyance</b> |
| 1. Kei Roger Aoki                 | 04132000                  |
| 2. Minglei Cui                    | 04132000                  |
| 3. Stephen W. Jenkins             | 04132000                  |
|                                   |                           |

Additional Conveying Parties Attached

4.

| <b>RECEIVING PARTIES</b>          |                      |
|-----------------------------------|----------------------|
| <b>Names of Receiving Parties</b> |                      |
| Name                              | Allergan Sales, Inc. |
| Address 1                         | 2525 Dupont Drive    |
| Address 2                         | Irvine, CA 92612     |

Additional Receiving Parties Attached

If document is an assignment and the Receiving Party is not domiciled in the United States, an appointment of a Domestic Representative is attached.

6.

**DOMESTIC REPRESENTATIVE NAME AND ADDRESS**

Name

Address 1

Address 2

8.

**CORRESPONDENCE NAME AND ADDRESS**

Name Stephen Donovan

Address 1 Allergan, Inc. (T2-7H)

Address 2 2525 Dupont Drive

Address 3 Irvine, CA 92612

Telephone and Fax Tel: 714 246 4026; Fax: 714 246 4249

9. Total Number of pages of the conveying document, including attachments: 3

10.

**APPLICATION NUMBER OR PATENT NUMBER (either; not both for same property)**

Application Number

Patent Number

Application Number

Patent Number

Application Number

Patent Number

11. If this document is being filed with a NEW patent application, enter the Docket No., Title of the Invention, and date of execution of the Assignment by the first inventor:

Title of Patent Application: METHOD FOR TREATING PAIN BY PERIPHERAL ADMINISTRATION OF A NEUROTOXIN

Docket No.: 17328(AP)

Date of Execution by First Inventor: 04132000

12. Total Number of Properties Involved: 1

13. The fee amount (37 CFR §3.41) of \$40.00

 may be debited from our Deposit Account No. 01-0885. is enclosed as check no. \_\_\_\_\_.14.  The Commissioner is authorized to deduct any additional fee amounts due in connection with the filing of this document from Deposit Account No. 01-0885.

To the best of my information and belief, all statements made herein are true, and any attached copy is a true copy of the original document.

Respectfully submitted,

SIGNATURE Stephen Donovan Date: 4/14/00TYPED or PRINTED NAME STEPHEN DONOVAN REGISTRATION NO. 33,433

**ASSIGNMENT**

WHEREAS we, KEI ROGER AOKI, MINGLEI CUI and STEPHEN W. JENKINS, all of ORANGE COUNTY, CALIFORNIA (hereinafter referred to as ASSIGNOR), have invented and own a certain invention entitled: **METHOD FOR TREATING PAIN BY PERIPHERAL ADMINISTRATION OF A NEUROTOXIN**, for which application for Letters Patent of the United States has been executed on even date herewith.

WHEREAS: Allergan Sales, Inc., having its principal place of business at 2525 Dupont Drive, Irvine, CA 92612 (hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that in consideration of the payment by ASSIGNEE TO ASSIGNOR of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE the full and exclusive right, title and interest to said invention in the United States and its territorial possessions and in all foreign countries to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any continuation, divisional, renewal, substitute or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale;

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents in foreign countries as may be known and accessible to ASSIGNOR and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalent thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

IN WITNESS WHEREOF, I/We have hereunto set hand and seal this

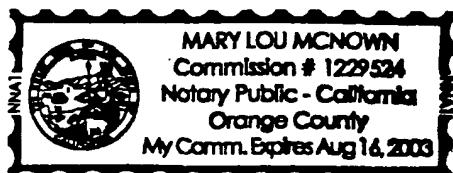
April 13, 2000.

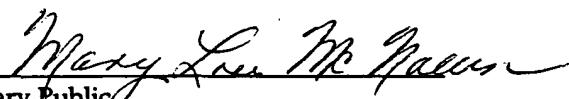
  
KEI ROGER AOKI

State of CALIFORNIA )  
 ) ss:  
County of ORANGE )

On APRIL 13 2000 before me, MARY LOU MC NOWN, Notary Public, personally appeared KEI ROGER AOKI, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

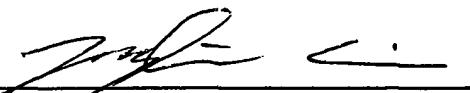
WITNESS my hand and official seal.



  
Mary Lou McNow  
Notary Public

IN WITNESS WHEREOF, I/We have hereunto set hand and seal this

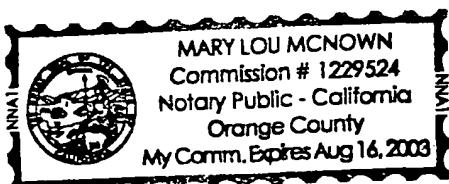
Apr. 13, 2000.

  
MINGLEI CUI

State of CALIFORNIA )  
 ) ss:  
County of ORANGE )

On APRIL 13 2000 before me, MARY LOU MC NOWN, Notary Public, personally appeared MINGLEI CUI, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



  
Mary Lou McNow  
Notary Public

IN WITNESS WHEREOF, I/We have hereunto set hand and seal this

April 13, 2000.

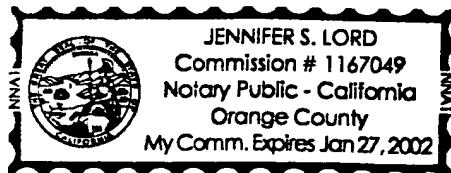
Stephen W. Jenkins  
STEPHEN W. JENKINS

State of CALIFORNIA      )  
                                  ) ss:  
County of ORANGE      )

On April 13, 2000 before me, Jennifer S. Lord, Notary Public, personally appeared STEPHEN W. JENKINS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Jennifer S. Lord  
Notary Public



Rec'd in USPTO/PCT Office. Date Stamp and Return Card.

Date: April 2, 2003 Serial No.: 113 - See attached  
Title: 113 Appendix (3 pages)

Dkt. No.: 113

Enclosed Are:

- Specification #       , Claims #       , Declaration, Power of Attorney
- and Abstract #
- Drawings (       sheets)  Assignment & Cover Sheet  
(covering        applications)
- Formal        Informal  Amendment (Final) (# pgs.       )
- Info. Disc. Statement
- Priority Documents #
- PTO 1449 W/References
- PCT Request (# pgs.       )
- PCT Demand (# pgs.       )
- PCT Response (# pgs.       )
- PCT Amendment (# pgs.       )  Certificate of Mailing
- Issue Fee Transmittal
- Transmittal Letter
- Extension of Time
- Express Mail No.
- Assignment for pending  
Allergan Sales, Inc. applica-  
tions to ALLERGAN, INC.)
- Certif. Under 37 CFR 1.10

## RECORDATION FORM COVER SHEET PATENTS ONLY

To: The Commissioner of Patents and Trademarks,

Please record the attached original document(s) or copy(ies):

1. Submission Type:

new

Correction of PTO error (Reel /frame )

Corrective Document (Reel /frame )

2. Conveyance Type:

Assignment

License

Merger

Security Agreement

Change of Name

Other: \_\_\_\_\_

3.

### CONVEYING PARTIES

| Names of Conveying Parties   | Date of Conveyance |
|--|--------------------|
| 1. Allergan Sales, Inc. (merged into Allergan Sales, LLC 6/3/2002) | March 31, 2003     |
| 2.   |                    |
| 3.   |                    |

Additional Conveying Parties Attached

4.

### RECEIVING PARTIES

| Names of Receiving Parties  |
|-----------------------------|
| Name Allergan, Inc.         |
| Address 1 2525 Dupont Drive |
| Address 2 Irvine, CA 92612  |

Additional Receiving Parties Attached

If document is an assignment and the Receiving Party is not domiciled in the United States, an appointment of a Domestic Representative is attached.

5.

| DOMESTIC REPRESENTATIVE NAME AND ADDRESS |  |
|--|--|
| Name                                     |  |
| Address 1                                |  |
| Address 2                                |  |

6.

| CORRESPONDENCE NAME AND ADDRESS |                                     |
|---------------------------------|-------------------------------------|
| Name                            | Martin A. Voet (T2-7H)              |
| Address 1                       | Allergan, Inc.                      |
| Address 2                       | 2525 Dupont Drive, Irvine, CA 92612 |
| Telephone                       | 714-246-5894 and Fax 714-246-4249   |

7. Total Number of pages of the conveying document, including attachments: 17 pages

8.

| APPLICATION NUMBER OR PATENT NUMBER (either; not both for same property) |                                   |
|--|-----------------------------------|
| Application Number   | see attached Appendix A (3 pages) |
| Application Number   | Patent Number                     |

9. If this document is being filed with a NEW patent application, enter the Docket No., Title of the Invention, and date of execution of the Assignment by the first inventor:

Title of Patent Application: \_\_\_\_\_

Docket No.: \_\_\_\_\_

Date of Execution by First Inventor: \_\_\_\_\_

10. Total Number of Properties Involved: 11111. The fee amount (37 CFR §3.41) of \$ 4,440 may be debited from our Deposit Account No. 01-0885. is enclosed as check no. \_\_\_\_\_.12.  The Commissioner is authorized to deduct any additional fee amounts due in connection with the filing of this document from Deposit Account No. 01-0885.

To the best of my information and belief, all statements made herein are true, and any attached copy is a true copy of the original document.

Respectfully submitted,

SIGNATURE Date: 4/21/2003

TYPED or PRINTED NAME: Martin A. Voet. REGISTRATION NO. 25,208

## CERTIFICATE OF MAILING

I HEREBY CERTIFY THAT THIS CORRESPONDENCE IS BEING DEPOSITED WITH THE UNITED STATES POSTAL SERVICE WITH SUFFICIENT POSTAGE AS FIRST CLASS MAIL IN AN ENVELOPE ADDRESSED TO: BOX ASSIGNMENT, COMMISSIONER FOR PATENTS, WASHINGTON, D.C. 20231 ON April 2, 2003 (Date)Name of person making deposit: Mary Lou McNown

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ASSIGNMENT**

WHEREAS: ALLERGAN, INC., a Delaware corporation, having its principal place of business at 2525 Dupont Drive, Irvine, California 92612 (hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire right, title and interest in, to and under certain inventions and in, to and under corresponding Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

WHEREAS: On June 3, 2002, ALLERGAN SALES, INC., a California corporation, was merged into ALLERGAN SALES, LLC, a Delaware limited liability company pursuant to the "Agreement and Plan of Merger" filed with the Secretary of State of the State of California and with the Secretary of State of the State of Delaware (copy attached).

WHEREAS: ALLERGAN SALES, LLC, having its principal place of business at 2525 Dupont Drive, Irvine, California 92612 (hereinafter ASSIGNEE) by virtue of the above-mentioned merger owns the entire right, title and interest in, to and under certain inventions, corresponding U.S. patent applications and foreign rights directed thereto.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that in consideration of the payment by ASSIGNEE to ASSIGNEE of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, ASSIGNEE hereby sells, assigns and transfers to ASSIGNEE the entire right, title and interest in, to and under certain inventions in the Untied States and its territorial possessions and in all foreign countries to all Letters Patents or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for certain inventions by certain applications set forth in Appendix "A" and any continuation, divisional, renewal, substitute or reissue thereof for the full term or

terms for which the same may be granted; said sale, transfer and assignment effective June 3, 2002.

IN WITNESS WHEREOF, I/We have hereunto set hand and seal this 31 day of March 2003.

ALLERGAN SALES, LLC

By: Martin A. Voet  
Martin A. Voet  
Assistant Secretary

State of CALIFORNIA)  
( ss.  
County of ORANGE)

On March 31, 2003, before me, Mary Lou McNown, notary public, personally appeared MARTIN A. VOET personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Mary Lou McNown  
Signature of Notary Public

APPENDIX "A" (Pag 1)

| <u>SERIAL NUMBER</u> | <u>INVENTORS</u>     | <u>ALLERGAN NO.</u>  |
|----------------------|----------------------|--|
| 10/104,899           | Herbert K. Graham    | 16897-CIP  |
| 10/008,722           | Aoki; et al.         | 16952-CON-DIV5-CIP   |
| 10/365,082           | Aoki; et al.         | 16952-CON-DIV5-CIP-<br>CON (BOT)                                       |
| 10/108,714           | Regan; et al.        | 17023-DIV-CIP-CON  |
| 09/903,954           | Michael E. Garst     | 17095-FWC-CIP-CON  |
| 09/998,358           | Teng; et al.         | 17170-DIV2   |
| 10/017,660           | Joseph S. Adorante   | 17219-CIP-CON3   |
| 10/116,492           | Joseph S. Adorante   | 17219-CIP-CON4   |
| 09/367,712           | John Sefton          | 17224  |
| 09/264,531           | John Sefton          | 17235  |
| not assigned         | Olejnik; et al       | 17237-CON2-CIP-CON3  |
| 09/329,752           | Chow; et al.         | 17243-CIP2   |
| 09/815,362           | Chow; et al.         | 17243-CIP3   |
| 09/108,298           | Nagpal; et al.       | 17253  |
| 09/294,980           | Dolly; et al.        | 17259<br><i>(only the portion assigned by Roger Aoki)</i>              |
| 09/989,295           | Beck; et al.         | 17273-CON  |
| 09/760,133           | Firestone; et al.    | 17278-CON  |
| 09/288,326           | Sachs; et al.        | 17282  |
| 09/548,409           | Sachs; et al.        | 17282-CIP  |
| 10/304,665           | Klein; et al.        | 17276-CIP-CON  |
| 09/919,195           | Massaro; et al.      | 17293-DIV<br><i>(only the portion assigned by Chandraratna)</i>        |
| 10/305,049           | Massaro; et al.      | 17294-CON<br><i>(only the portion assigned by Chandraratna)</i>        |
| 09/548,896           | Chandraratna; et al. | 17295<br><i>(only the portion assigned by Chandraratna)</i>            |
| 09/624,129           | Muller; et al.       | 17300-CIP  |
| 09/838,772           | Cheetham; et al.     | 17300-CIP2   |
| 10/236,712           | Muller; et al.       | 17300-CIP-CON  |
| 10/194,834           | Muller; et al.       | 17301-DIV2   |
| 09/590,447           | Forman; et al.       | 17302<br><i>(only that portion assigned by Beard and Chandraratna)</i> |
| 09/621,179           | Chandraratna; et al. | 17304  |
| 09/371,354           | Stephen Donovan      | 17310  |
| 10/114,740           | Gregory F. Brooks    | 17310-CIP  |
| 09/648,692           | Dolly; et al.        | 17311  |
| 09/500,147           | Terrence J. Hunt     | 17319  |
| 10/047,058           | Terrence J. Hunt     | 17319-CIP  |
| 10/360,098           | Terrence J. Hunt     | 17319-CIP-CIP  |

**APPENDIX "A" (Page 2)**

| <u>SERIAL NUMBER</u> | <u>INVENTORS</u>  | <u>ALLERGAN NO.</u> |
|----------------------|-------------------|---------------------|
| 10/135,595           | Vasudevan; et al. | 17321               |
| 10/038,215           | Evan B. Dreyer    | 17322-CON           |
| 09/692,811           | Stephen Donovan   | 17324               |
| 09/810,601           | Stephen Donovan   | 17324-CIP           |
| 10/071,826           | Donovan; et al.   | 17326-CIP2          |
| 09/552,823           | Pacifici; et al.  | 17327-CIP           |
| 10/199,222           | Aoki; et al.      | 17328-CON           |
| 09/489,667           | Stephen Donovan   | 17329               |
| 09/938,112           | Stephen Donovan   | 17329-DIV           |
| 09/625,098           | Stephen Donovan   | 17329-CIP           |
| 10/039,520           | Beard; et al.     | 17331-REF           |
| 09/533,680           | Beard; et al.     | 17331               |
| 09/706,211           | Stephen Donovan   | 17341-DIV           |
| 09/706,173           | Stephen Donovan   | 17341-DIV2          |
| 09/706,172           | Stephen Donovan   | 17341-DIV3          |
| 09/706,215           | Stephen Donovan   | 17341-DIV5          |
| 10/017,834           | Voet; et al.      | 17341-CIP2          |
| 10/099,238           | Voet; et al.      | 17341-CIP3          |
| 09/704,464           | Stephen Donovan   | 17342-DIV2          |
| 09/835,949           | Stephen Donovan   | 17342-CON           |
| 09/971,869           | Stephen Donovan   | 17342-DIV-CON       |
| 09/815,156           | Klein; et al.     | 17346               |
| 09/850,835           | Kusari; et al.    | 17347               |
| 09/548,315           | Chow; et al.      | 17351               |
| 09/778,975           | Chow; et al.      | 17351-CIP           |
| 09/561,106           | Stephen Donovan   | 17354               |
| 09/904,018           | Olejnik; et al.   | 17361               |
| 10/236,566           | Olejnik; et al.   | 17361-CON           |
| 10/299,386           | Olejnik; et al.   | 17361-DIV           |
| 10/146,224           | Old; et al.       | 17366               |
| 10/300,492           | Burk; et al.      | 17373-CON-CIP-CON   |
| 10/004,230           | Steward; et al.   | 17376               |
| 09/640,852           | Nehme; et al.     | 17377               |
| 09/651,235           | Vasudevan; et al. | 17379               |
| 10/079,993           | Vasudevan; et al. | 17382-DIV           |
| 10/364,225           | Vasudevan; et al. | 17382-DIV2          |
| 10/097,368           | Vasudevan; et al. | 17383-DIV           |
| 10/097,315           | Vasudevan; et al. | 17383-DIV2          |
| 10/212,533           | Vasudevan; et al. | 17386-DIV3          |
| 10/104,433           | Burk; et al.      | 17390-CIP           |
| 09/847,935           | Woodward; et al.  | 17392               |
| 10/155,925           | Brooks; et al.    | 17396-CON           |
| 09/751,053           | Gil; et al.       | 17399               |

**APPENDIX "A" (Page 3)**

| <u>SERIAL NUMBER</u> | <u>INVENTORS</u>                                | <u>ALLERGAN NO.</u> |
|----------------------|---|---------------------|
| 10/020,541           | Wheeler; et al.                                 | 17400               |
| 09/998,718           | Burke; et al.                                   | 17400-CIP           |
| 09/726,949           | Lin; et al.                                     | 17408               |
| 10/051,952           | Patricia S. Walker                              | 17409-CIP           |
| 10/081,126           | Gerald W. DeVries                               | 17413               |
| 09/848,249           | Woodward; et al.                                | 17415               |
| 09/848,159           | Yuan; et al.                                    | 17416               |
| 10/131,848           | Huth; et al.                                    | 17421               |
| 09/814,604           | Klein; et al.                                   | 17425               |
| 09/922,226           | Zhao; et al.                                    | 17432               |
| 10/121,076           | Robert T. Lyons                                 | 17433               |
| 09/882,720           | Burk; et al.                                    | 17437               |
| 10/103,301           | Burk; et al.                                    | 17437-CIP           |
| 10/346,828           | Burk; et al.                                    | 17437-CON           |
| 10/294,521           | Burk; et al.                                    | 17438-DIV           |
| 09/956,470           | Liang; et al.                                   | 17440-CIP           |
| 09/918,847           | Joshi; et al.                                   | 17442               |
| 09/904,753           | Robert T. Lyons                                 | 17445               |
| 09/893,159           | Woodward; et al.                                | 17446               |
| 09/942,098           | Steward; et al.                                 | 17451               |
| 09/942,024           | Steward; et al.                                 | 17452               |
| 10/104,385           | Forman; et al.                                  | 17453-CIP           |
| 09/954,610           | Martin A. Voet                                  | 17455               |
| 10/143,076           | Lam; et al.                                     | 17456               |
| 10/017,817           | Chang; et al.                                   | 17462               |
| 10/016,850           | Hughes; et al.                                  | 17468               |
| 10/016,036           | David; et al.                                   | 17476               |
|                      | (only that portion assigned<br>by Robert David) |                     |
| 10/100,638           | Vasudevan; et al.                               | 17485               |
| 10/082,691           | Stephen Donovan                                 | 17486               |
| 10/133,094           | Stanley W. Huth                                 | 17487               |
| 10/099,239           | Martin A. Voet                                  | 17489               |
| 10/099,602           | Lisa D. Hanin                                   | 17493               |
| 10/143,078           | Stephen Donovan                                 | 17500               |

30678567

*Morgan  
Agreement*

State of California



SECRETARY OF STATE

I, **BILL JONES**, Secretary of State of the State of California, hereby certify:

That the attached transcript of 6 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

**IN WITNESS WHEREOF**, I execute this certificate and affix the Great Seal of the State of California this day of

JUN 18 2002

*Bill Jones*

Secretary of State

00678567

AGREEMENT AND PLAN OF MERGER

RECEIVED - FILED  
in the office of the Secretary of State  
of the State of California

BETWEEN

JUN - 9 2002

ALLERGAN SALES, INC.  
(a California corporation)

BILL JONES, Secretary of State

AND

ALLERGAN SALES, LLC  
(a Delaware limited liability company)

THIS AGREEMENT AND PLAN OF MERGER is made as of June 3, 2002 (this "Agreement of Merger"), by and between Allergan Sales, Inc., a California corporation (the "Corporation"), and Allergan Sales, LLC, a Delaware limited liability company (the "LLC", and collectively with the Corporation the "Constituent Companies").

WHEREAS, the Corporation was incorporated by the filing of Articles of Incorporation with the Secretary of State of the State of California on March 20, 1980; and

WHEREAS, the LLC was formed by the filing of a Certificate of Formation with the Secretary of State of the State of Delaware on February 25, 2002, and Allergan, Inc., a Delaware corporation and the sole member of the LLC (the "Member"), has entered into a Limited Liability Company Agreement dated as of February 25, 2002 (the "Operating Agreement");

NOW, THEREFORE, the parties hereby agree as follows:

1. Upon the terms and subject to the conditions hereof and in accordance with the California General Corporation Law (the "CGCL") and the Delaware Limited Liability Company Act (the "DLLCA"), the Corporation shall be merged with and into the LLC (the "Merger") at the Effective Time (as hereinafter defined). Following the Merger, the separate existence of the Corporation shall cease, and the LLC shall continue as the surviving entity (the "Surviving Entity") and shall succeed to and assume all of the rights and obligations of the Corporation in accordance with the CGCL and the DLLCA.

2. The parties hereto shall cause the Merger to be consummated by filing this Agreement of Merger, along with a Certificate of Merger, with the Secretary of State of the State of California pursuant to Section 1113 of the CGCL, and by filing a Certificate of Merger (the "Certificate of Merger") with respect thereto with the Secretary of State of the State of Delaware pursuant to Section 18-209 of the DLLCA. When used in this Agreement of Merger, the term "Effective Date" shall mean the date of filing of the Certificate of Merger with the Secretary of State of the State of Delaware.

3. The Merger shall have the effects set forth in Section 1113(i) of the CGCL and Section 18-209(g) of the DLLCA. With ut limiting the generality of the foregoing, and subject thereto, at the Effective Time, except as otherwise provided herein, all of the property,

rights, privileges, powers and franchises of the Corporation and the LLC shall rest in the Surviving Entity, and all debts, liabilities and duties of the Corporation and the LLC shall become the debts, liabilities and duties of the Surviving Entity.

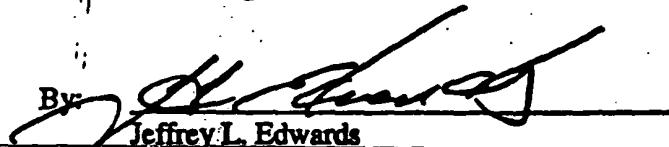
4. As of the Effective Time, by virtue of the Merger and without any action on the part of the Member of the LLC, or the shareholders or the Board of Directors of the Corporation, each share of capital stock in the Corporation issued and outstanding immediately prior to the Effective Time shall be canceled and extinguished without consideration. The membership interests of the LLC outstanding immediately prior to the Effective Time shall continue to be outstanding and shall not be affected by the Merger.

5. If, at any time after the Effective Time, the Surviving Entity shall consider or be advised that any deeds, bills of sale, assignments or assurances or any other acts or things are necessary, desirable or proper (a) to vest, perfect or confirm, of record or otherwise, in the Surviving Entity, its right, title or interest in, to or under any of the rights, privileges, powers, franchises, properties or assets of either of the Constituent Companies, or (b) otherwise to carry out the purposes of this Agreement of Merger, the Surviving Entity and its proper authorized representatives shall be authorized to execute and deliver, in the name and on behalf of either of the Constituent Companies, all such deeds, bills of sale, assignments and assurances and do, in the name and on behalf of each of the Constituent Companies, all such other acts and things necessary, desirable or proper to vest, perfect or confirm its right, title or interest in, to or under any of the rights, privileges, powers, franchises, properties or assets of such constituent Company and otherwise to carry out the purposes of this Agreement of Merger.

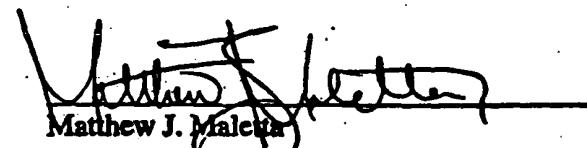
6. As required by the CGCL, the Surviving Entity hereby agrees to (i) be served in the State of California in any proceeding for the enforcement of an obligation of any Constituent Company and in any proceeding to enforce the rights of any holder of a dissenting interest or dissenting shares in a constituent domestic limited liability company or domestic other business entity; (ii) irrevocably appoint the Secretary of State of the State of California as its agent for service of process, which process may be forwarded to 2525 Dupont Drive, Irvine, California 92612; and (iii) promptly pay the holder of any dissenting interest or dissenting share in a constituent domestic limited liability company or domestic other business entity the amount to which that person is entitled under California law.

IN WITNESS WHEREOF, the undersigned have caused this Agreement of Merger to be executed by their respective officers or representatives thereunto duly authorized as of the date first above written.

**ALLERGAN SALES, INC.,**  
a California corporation

By: 

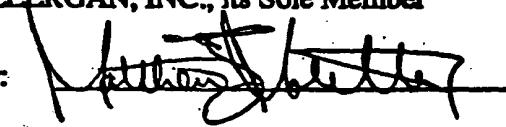
Jeffrey L. Edwards  
Vice President

By: 

Matthew J. Maletta  
Assistant Secretary

**ALLERGAN SALES, LLC,**  
a Delaware limited liability company

By: ALLERGAN, INC., its Sole Member

By: 

Name: Matthew J. Maletta

Title: Assistant Secretary

**CERTIFICATE OF APPROVAL  
OF  
AGREEMENT AND PLAN OF MERGER**

Jeffrey L. Edwards and Matthew J. Maletta state and certify that:

1. They are the Vice President and Assistant Secretary, respectively, of Allergan Sales, Inc., a California corporation.

2. The Agreement and Plan of Merger in the form attached was duly approved by the Board of Directors and the sole stockholder of the corporation.

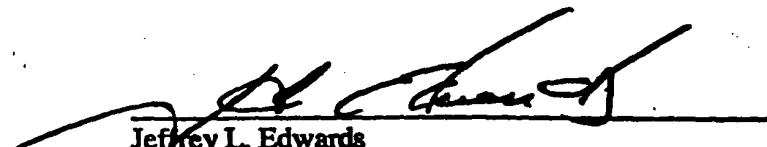
3. There is only one class of shares and the total number of outstanding shares is 1,000 shares of Common Stock.

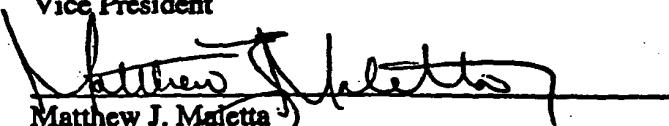
4. Approval of the Agreement and Plan of Merger by the holder of 100% of the outstanding shares of Common Stock was the vote required to approve the Agreement and Plan of Merger. The percentage of the outstanding shares of the corporation's shares entitled to vote on the Agreement of Merger which voted to approve the Agreement of Merger equaled the vote required.

5. No vote of the stockholders of the corporation's parent, Allergan, Inc., was required to approve the Agreement and Plan of Merger.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: June 3, 2002

  
Jeffrey L. Edwards  
Vice President

  
Matthew J. Maletta  
Assistant Secretary



ATTACHMENT PAGE  
TO  
OTHER BUSINESS ENTITY  
CERTIFICATE OF MERGER

18. Signature of Authorized person for the Surviving Entity

Dated: June 3, 2002

ALLERGAN SALES, LLC,  
a Delaware limited liability company

ALLERGAN, INC.,  
a Delaware corporation,  
its sole member

By: 

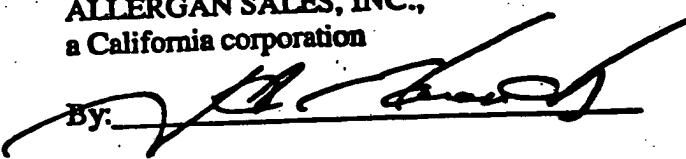
Name: Matthew J. Maletta

Title: Assistant Secretary

Signature of Authorized person for the Disappearing Entity

Dated: June 3, 2002

ALLERGAN SALES, INC.,  
a California corporation

By: 

Name: Jeffrey L. Edwards

Title: Vice President

By: 

Name: Matthew J. Maletta

Title: Assistant Secretary



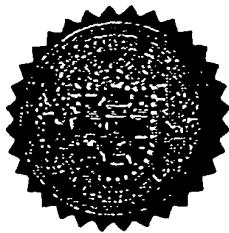
# *Delaware*

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"ALLERGAN SALES, INC.", A CALIFORNIA CORPORATION,  
WITH AND INTO "ALLERGAN SALES, LLC" UNDER THE NAME OF  
"ALLERGAN SALES, LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND  
EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED  
AND FILED IN THIS OFFICE THE THIRD DAY OF JUNE, A.D. 2002, AT 9  
O'CLOCK A.M.



*Harriet Smith Windsor*  
Harriet Smith Windsor, Secretary of State

3496059 8100M

AUTHENTICATION: 1809761

DATE: 06-03-02

**CERTIFICATE OF MERGER  
OF  
ALLERGAN SALES, INC.  
(a California corporation)  
WITH AND INTO  
ALLERGAN SALES, LLC  
(a Delaware limited liability company)**

**(Pursuant to Section 18-209 of the  
Delaware Limited Liability Company Act)**

Pursuant to the provisions of Section 18-209 of the Delaware Limited Liability Company Act ("DLLCA"), the undersigned surviving limited liability company submits the following Certificate of Merger for filing and certifies that:

**FIRST:** The name and jurisdiction of formation or incorporation of the limited liability company and corporation which are parties to the merger (the "constituent entities") are as follows:

| <u>Name of Entity</u> | <u>State of Formation or Incorporation</u> |
|-----------------------|--|
| Allergan Sales, Inc.  | California                                 |
| Allergan Sales, LLC   | Delaware                                   |

**SECOND:** An Agreement and Plan of Merger (the "Merger Agreement") between the constituent entities has been approved and executed by each of the constituent entities which are to merge in accordance with the requirements of Section 18-209 of the DLLCA.

**THIRD:** The name of the surviving limited liability company is: Allergan Sales, LLC (the "Surviving Entity").

**FOURTH:** The merger shall become effective upon filing of this Certificate of Merger.

**FIFTH:** The executed Merger Agreement is on file at the office of the Surviving Entity, the address of which is 2525 Dupont Drive, Irvine, California 92612.

**SIXTH:** A copy of the Merger Agreement will be furnished by the Surviving Entity, on request and without cost, to any member of the Surviving Entity or to any person holding an interest in the entity which is to merge with and into the Surviving Entity.

**STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 09:00 AM 06/03/2002  
020354968 - 3496059**

IN WITNESS WHEREOF, this Certificate of Merger has been duly executed as of the 3rd day of June, 2002, and is being filed in accordance with Section 18-209 of the DLLCA by a duly authorized person on behalf of Allergan Sales, LLC.

ALLERGAN SALES, LLC,  
a Delaware limited liability company

ALLERGAN, INC.,

a Delaware corporation,  
its sole member

By 

Name: Matthew J. Malenta

Title: Assistant Secretary